



Town of Marion
Two Spring Street
Marion, Massachusetts 02738

MARION MUSIC HALL – RENTAL APPLICATION

Date of Inquiry:	Name of User/Group:		
Contact Person:	Event:	Seated Meal?	
Mailing Address:			
Phone:		Email:	
Event Date:	Event Time: start:	finish:	# of Attendees:
Event is (circle one): Private Non-Profit – 501(c)(3)#: Town Committee			
<p>Your application is not complete, and event date is not secured, until the following is received and full approval has been obtained:</p> <ul style="list-style-type: none">• Completed Rental Request Application and Signed Facilities Agreement Form• Security Deposit (refundable) check* for \$250, \$500 if serving alcohol• One day alcohol license fee (non-refundable) check* for \$25 (if alcohol is sold or event has entry fee) <p>*All fees and deposits are to be on separate checks – payable to the Town of Marion All fees and forms are due 60 days before the event. See Hall Information and Rental Fees form.</p> <p>Please send payment (payable to the Town of Marion) and forms to the Town of Marion, 2 Spring Street, Marion, MA, ATTN: Tami Daniel</p> <p>Reservations are subject to availability. For additional information see Guidelines for Use form.</p>			
<p>Events with alcohol require that the user:</p> <ul style="list-style-type: none">• Pay a higher security deposit. See box above.• Retain a Certified Bartender Service.• Arrange for a police detail through the Marion Police Department• If alcohol is being sold or the event has an entry fee, a \$25 one day alcohol license fee is required (see box above). The request for a one day alcohol license must be submitted at least 30 days before the event. The license will be issued by the Board of Selectmen.			
Contact: Tami Daniel, Music Hall Coordinator – 508-748-9556 or tdaniel@marionma.gov			

TOWN OF MARION, MASSACHUSETTS
MARION MUSIC HALL - FACILITIES AGREEMENT FORM

The Town of Marion and the user of the facility ("user") agree to the following terms and conditions:

1. **Reserved rights.** The Town of Marion reserves the right to inspect, screen and investigate all events being held on its premises and to take such steps as it may believe necessary to protect the Town's property and facilities from damage as a result of the event and otherwise protect public health and safety of the users of the facility and the residents of the Town.
2. **Indemnification.** The user shall hold harmless and defend the Town of Marion, its officers, volunteers, employees, agents and contractors, from any claim for damages of any nature or for any cause arising from user's use of the facilities or property including access thereto, use of common areas, storage areas and other special use areas used. In the event any action, claim or proceeding is brought against the Town of Marion as a result of any conduct, action or failure to take action or any other activity of the user, or any of its officers, employees, guests, invitees, agents or contractors relating to the user's use of the facilities of the Town of Marion, the user shall indemnify and hold the Town and its officers, volunteers, employees, agents and contractors harmless with respect to any such action, claim or proceeding arising from any cause whatsoever and pay any and all court costs, attorney's fees and any other costs or damages arising from such action, claim or proceeding.
3. **Insurance.** User shall procure and provide to the Town of Marion a certificate of insurance evidencing liquor liability coverage (if applicable) and such coverage in the amounts as the Board of Selectmen of the Town of Marion may require. The Town of Marion shall be named as an additional insured on all such policies for the purpose of the facilities use.
4. **Reimbursement for damages to facility or property.** The user shall be responsible for all damages, injuries, costs and expenses, including reasonable attorney's fees, which may be suffered or incurred by the Town of Marion to the extent that any such damage results from the negligence or other fault of user or its officers, employees, guests, invitees, agents or contractors involving the use of the Town of Marion facilities or property pursuant to this agreement. If the Town of Marion shall suffer any damages, it shall give user notice of the facts giving rise to such damages and the claim for all indemnification. User agrees to promptly reimburse the Town of Marion upon demand for any and all damages to the Town's facility or property caused by user, its representatives, officers, employees, guests, invitees, agents or contractors.
5. **Charges.** All charges and costs imposed on the user by the Town of Marion for the use of the facilities are to be paid at the time of confirmation, unless other arrangements are agreed to by the Town of Marion.
6. **Force Majeure.** If the Town of Marion is unable for any reason to provide facilities for the event, the Town's only liability shall be to return to user such charges paid by user for the event under this agreement. Upon return of such funds, the Town of Marion shall be released from any and all further and other liability or obligation under this agreement and this agreement shall be declared null and void. The Town of Marion shall give the user as much notice of such condition as shall be practical under the circumstances.
7. **"As-is" condition.** User accepts the premises that it will be using for the event and any other services or equipment in their "as-is" condition.
8. **Security and/or police.** User shall be responsible for the cost of such security and/or police services needed in conjunction with holding the event.

I/WE ACCEPT THIS AGREEMENT FOR THE USE OF THE ABOVE-NAMED FACILITY

Print User name and/or organization:	
Signature:	Date: